

Group Benefits

City Of St. Paul

**Voluntary Accidental Death &
Dismemberment**

**CERTIFICATE OF
GROUP INSURANCE**

Fortis Benefits Insurance Company certifies that the insurance stated in this Certificate became effective on the Effective Date shown in your Schedule. This Certificate is subject to the provisions of the below numbered *policy* issued by Fortis Benefits Insurance Company to the *policyholder*.

Policyholder: City Of St. Paul

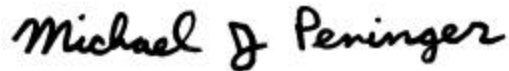
Group Policy Number: 4,012,496

Participation Number: 0

Type of Coverage:

**Group Accidental Death and Dismemberment
Insurance**

This Certificate replaces any and all Certificates and Certificate Endorsements, if any, issued to you under the *policy*.

A handwritten signature in black ink that reads "Michael J. Peninger". The signature is written in a cursive, flowing style.

Executive Vice-President

SCHEDULE

Eligible Persons

To be eligible for insurance, a person must be a member of an Eligible Class. The person must also complete a period of continuous service (Service Requirement) with the *policyholder* (or any *associated company*).

Eligible Classes:

For employee and dependent insurance the *policyholder* will define eligibility.

For the "Eligible Classes" above, the "Misstatements" provision will not apply. We will rely on the above information reported by the *policyholder*. We will be held harmless and completely discharged in acting on this information.

Associated Companies: None

Service Requirement: None

Entry Date

An eligible person will become insured as described below:

- For persons eligible for insurance on the *policyholder's* effective date, insurance will take effect on the *policyholder's* effective date.
- For persons eligible after the *policyholder's* effective date and who request insurance within 60 days from the date of hire or within 31 days from the date of eligibility, insurance will take effect on the date of application.
- For persons eligible for insurance after the *policyholder's* effective date and who request insurance (i) more than 60 days from the date of hire, (ii) more than 31 days from the date of eligibility, or (iii) after insurance ended because premium was not paid, the request must be made during the annual enrollment period. Insurance will take effect on the policy anniversary.

Effective Date of Insurance

September 1, 1997 (subject to Entry Date)

Amount of Accidental Death and Dismemberment Insurance for You

1. A *covered person* who has not reached age 60 may choose an amount of insurance equal to any multiple of \$5,000 subject to a maximum amount of insurance of \$100,000.
2. A *covered person* who has reached age 60 but under age 70, may choose an amount of insurance equal to any multiple of \$5,000 subject to a maximum amount of insurance of \$50,000.

A *covered person* may choose to change the amount of insurance with our approval, during a time agreed upon and determined by the *policyholder* and us.

Maximum Amount Without Proof of Good Health: \$100,000

Amounts of Dependents Accidental Death and Dismemberment Insurance

A *covered persons* may choose an amount of dependent *accidental death and dismemberment insurance*

SCHEDULE (continued)

for the *covered dependent* spouse equal to any multiple of \$5,000, subject to a maximum of \$50,000.

However, if a *covered dependent* spouse is also a *covered person* the combination of the Accidental Death and Dismemberment and Dependent Accidental Death and Dismemberment Insurance cannot exceed \$100,000.

The amount of insurance for a dependent will not be more than 1/2 the *covered person's* amount of insurance. However, if a *covered dependent* spouse was insured for an amount in excess of 1/2 of the *covered person's* amount of insurance prior to September 1, 1997, the *covered dependent* spouse will retain that amount.

Maximum Amount Without Proof of Good Health: \$50,000

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GENERAL DEFINITIONS

These terms have the meanings shown here when *italicized*. The pronouns "we", "us", "our", "you", and "your" are not *italicized*.

Active work means working *full-time* for the *policyholder* or an *associated company* at your usual place of business.

Associated company means any company shown in the *policy* which is owned by or affiliated with the *policyholder*.

Contributory means you pay part or all of the premium.

Covered person means an eligible employee or member of the *policyholder*, or an *associated company* who has become insured for a coverage.

Doctor means a person, other than you, acting within the scope of his or her license to practice medicine and perform surgery.

Eligible class means a class of persons eligible for insurance under the *policy*. This class is based on employment or membership in a group.

The definition of *full-time* will be defined by the *policyholder*.*

*For the definition of *full-time* above, the "Misstatement" provision will not apply. We will rely on the above information reported by the *policyholder*. We will be held harmless and completely discharged in acting on this information..

Home office includes our Home Office located in St. Paul, Minnesota, and our office in Kansas City, Missouri.

Injury means accidental bodily injury. It does not mean intentionally self-inflicted injury while sane or insane.

No-fault motor vehicle coverage means a motor vehicle plan that pays disability or medical benefits without considering who was at fault in any accident that occurs.

Noncontributory means the *policyholder* pays the premium.

Policy means the group policy issued by us to the *policyholder* that describes the benefits for which you may be eligible.

Policyholder means the entity to whom the *policy* is issued.

Proof of good health means evidence acceptable to us of the good health of a person.

We, us, and our mean Fortis Benefits Insurance Company.

You and your mean an employee or member of the *policyholder* or an *associated company* who has met all the eligibility requirements for a coverage.

DEFINITIONS FOR LIFE INSURANCE

Accidental death and dismemberment insurance means the group accidental death and dismemberment insurance under the *policy* issued by us to the *policyholder*.

Beneficiary means the person or entity you choose to receive your amount of insurance at your death.

ELIGIBILITY AND TERMINATION PROVISIONS FOR YOU

Exception to Effective Date

If you are not at *active work* on the day you would otherwise become insured, your insurance will not take effect until you return to *active work*. If the day your coverage would normally take effect is not a regular work day for you, your coverage will take effect on that day if you are able to do your regular job.

When Your Insurance Ends

Your insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end the insurance for your *eligible class*;
- you are no longer in an *eligible class*;
- you stop *active work*; or
- a required contribution was not paid.

ELIGIBILITY AND TERMINATION PROVISIONS FOR YOUR DEPENDENTS

Eligible Dependents

Your *eligible dependent* is your lawful spouse.

Dependent Effective Date

Any *noncontributory* dependent insurance will take effect on the day the dependent becomes an *eligible dependent*, or, if later, on the Entry Date shown in the *policy*.

For any *contributory* dependent insurance, you must apply for dependent insurance on a form acceptable to us. You must also agree to pay your share of the premium.

- If you apply before the dependent becomes eligible, dependent insurance will take effect on the Entry Date shown in the Schedule.
- If you apply on the date the dependent becomes eligible, or within 31 days after that, dependent insurance will take effect on the Entry Date occurring on or after the date of your application.
- If you apply more than 31 days after the dependent becomes eligible, the request will need to be made during the annual enrollment period. Insurance will then take effect on the policy anniversary.

Exception to Dependent Effective Date

Dependent insurance will not take effect until your insurance for the same coverage under the *policy* takes effect.

If an *eligible dependent* is in a hospital or similar facility on the day insurance would otherwise take effect, it will not take effect until the day after the *eligible dependent* leaves the hospital or similar facility.

When Dependent Insurance Ends

A dependent's insurance will end on the date:

- the *policy* ends;
- the *policy* is changed to end dependent insurance;
- that dependent is no longer eligible;
- your insurance for the same coverage under the *policy* ends; or
- a required contribution for dependent insurance was not paid.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU

Accidental Death Insurance Provided

If you die as the direct result of an *injury*, we will pay your *beneficiary* the amount of Accidental Death and Dismemberment Insurance shown in the Schedule.

The insurance will be paid only if death occurs within 200 days after the *injury*. This 200-day limit will not apply if you are in a coma or being kept alive by an artificial life support system at the end of the 200 days.

Accidental Dismemberment Insurance Provided

If you suffer one or more of the following losses as the direct result of an *injury*, we will pay the benefit shown:

<u>Covered Loss</u>	<u>Benefit</u>
1 hand, 1 foot, or the sight of 1 eye	½ the amount of Accidental Death and Dismemberment Insurance
Any 2 or more of the above	The full amount of Accidental Death and Dismemberment Insurance

Loss of a hand or foot means permanent severance at or above the wrist or ankle. Loss of sight of the eye means total and permanent loss of sight.

The loss must occur within 200 days after the *injury*.

Limitation

We will not pay more than the amount of Accidental Death and Dismemberment Insurance shown in the Schedule for any 1 accident. We will pay benefits only for an *injury* occurring while you are covered under the *policy*.

Accidental death and dismemberment insurance does not continue if you become *disabled*.

You cannot convert your *accidental death and dismemberment insurance* to an individual policy.

Exclusions

We will not pay benefits if the loss results directly or indirectly from:

- war or any act of war, whether declared or not;
- taking part in a riot or insurrection, or an act of riot or insurrection;
- service in the armed forces of any country, combination of countries, or international organization at war, whether declared or not;
- any physical or mental disease;
- any infection, except a pyogenic infection that occurs from an accidental wound;
- a felony you commit;
- suicide or attempted suicide, while sane or insane;

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOU (continued)

- intentionally self-inflicted injury, while sane or insane;
- the use of any drug, unless you use it as prescribed by a *doctor*; or

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROVISIONS

Optional Payment Methods

You or your *beneficiary* may choose to have all or part of your insurance paid in installments. You can request this at any time. Your *beneficiary* may request this within 31 days after your death.

This option is not available if the *beneficiary* is an estate, corporation, partnership, association, or trustee.

Beneficiary

You may change the *beneficiary* at any time. Any request to name or change the *beneficiary* must be in writing on a form acceptable to us and signed by you. After we receive the request at our *home office*, the change will take effect on the date you signed it. A *beneficiary* change will be without prejudice to us for any payment we made before we received notice in our *home office*.

You may also send a request to change the *beneficiary* to the main office of the *policyholder*. The change must be made in a manner acceptable to us.

If you named more than 1 *beneficiary*, your amount of insurance will be divided among them equally, unless you specified otherwise.

If the *beneficiary* dies before you do, the rights and interest of that *beneficiary* will end.

If no *beneficiary* is living when you die, your insurance will be paid to the first surviving class of the following classes in this order:

- your lawful spouse;
- your living children, in equal shares;
- your parents, in equal shares; or
- your estate.

Assignment

If you assign your interest under the *policy* to another person, all your rights under the *policy* are permanently transferred. This includes the right to name and change the *beneficiary* and the right to convert to an individual policy. You may assign your insurance to only 1 of the following:

- your lawful spouse;
- your child, parent, brother, or sister; or
- the trustee of a trust you set up for the benefit of your lawful spouse, children, parents, brothers, or sisters.

We are not responsible for the validity of any assignment. An assignment will not affect us until we receive written notice at our *home office*.

Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years. The validity of your coverage under the *policy* cannot be contested after you have been insured under the *policy* for 2 years during your lifetime. However, if the premiums are not paid, the validity of the *policy* or your coverage can be contested at any time.

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROVISIONS (continued)

No statement you made regarding *proof of good health* can be used in a legal dispute unless it was in writing, it was signed by you, and a copy was given to you or your *beneficiary*.

Spendthrift

As permitted by law, the benefits under the *policy* are not subject to commutation, encumbrance or alienation. They are not subject to the claim of, or legal process, by any creditor of you or your *beneficiary*.

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE FOR YOUR DEPENDENTS

Accidental Death Insurance Provided

If a *covered dependent* dies as the direct result of an *injury*, we will pay you the amount of Accidental Death and Dismemberment Insurance shown in the Schedule.

The insurance will be paid only if death occurs within 200 days after the *injury*. This 200-day limit will not apply if the *covered dependent* is in a coma or being kept alive by an artificial life support system at the end of the 200 days.

Accidental Dismemberment Insurance Provided

If a *covered dependent* suffers one or more of the following losses as the direct result of an *injury*, we will pay the benefit shown:

<u>Covered Loss</u>	<u>Benefit</u>
1 hand, 1 foot, or the sight of 1 eye	1/2 the amount of Accidental Death and Dismemberment Insurance.
Any 2 or more of the above	The full amount of Accidental Death and Dismemberment Insurance.

Loss of a hand or foot means permanent severance at or above the wrist or ankle. Loss of sight of the eye means total and permanent loss of sight.

The loss must occur within 200 days after the *injury*.

Limitation

We will not pay more than the amount of Accidental Death and Dismemberment Insurance shown in the Schedule for any 1 accident. We will pay benefits only for an *injury* occurring while the dependent is covered under the *policy*.

Dependent *accidental death and dismemberment insurance* does not continue if you become *disabled*.

Neither you nor any *covered dependent* can convert dependent *accidental death and dismemberment insurance* to an individual policy.

Exclusions

We will not pay benefits if the loss results directly or indirectly from:

- war or any act of war, whether declared or not;
- taking part in a riot or insurrection, or an act of riot or insurrection;
- service in the armed forces of any country, combination of countries, or international organization at war, whether declared or not;
- any physical or mental disease;
- any infection, except a pyogenic infection that occurs from an accidental wound;
- a felony the *covered dependent* commits;

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PROVISIONS FOR YOUR
DEPENDENTS (continued)**

- suicide or attempted suicide, while sane or insane;
- intentionally self-inflicted injury, while sane or insane; or
- the use of any drug, unless the *covered dependent* uses it as prescribed by a *doctor*.

CLAIM PROVISIONS

Payment of Benefits

We will pay benefits when we receive all the required proof of loss.

To Whom Payable

We will pay your life insurance and accidental death benefits according to the *beneficiary* provision. All other benefits will be paid to you, if you are living. If not, we will pay your estate.

If no *beneficiary* is living at your death, we may pay part of your life insurance to any person we decide is entitled to it because of expenses incurred during your last illness or for your funeral.

Any amount we pay in good faith releases us from further liability for that amount.

Authority

We have the sole discretionary authority to determine eligibility for participation or benefits and to interpret the terms of the Policy. All determinations and interpretations made by us are conclusive and binding on all parties.

CLAIM PROVISIONS FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE ONLY

Filing a Claim

1. You or your *beneficiary* must send us notice of the claim. We must have written notice of any insured loss within 30 days after it occurs, or as soon as reasonably possible. You can send the notice to our *home office*, or to one of our regional group claims offices, or to one of our agents. We need enough information to identify you as a *covered person*.
2. Within 15 days after the date of the notice, we will send you or your *beneficiary* certain claim forms. The forms must be completed and sent to our *home office* or to one of our regional group claims offices. If you or your *beneficiary* do not receive the claim forms within 15 days, we will accept a written description of the exact nature and extent of the loss.
3. The time limit for filing a claim is 1 year after the date of the loss.
4. If it is not reasonably possible to give proof on time, we will not deny or reduce your claim if you give us proof as soon as reasonably possible.

Physical Exam

We may ask you to be examined as often as we require at any time we choose. For an accidental death claim, we may have an exam or autopsy performed, before or after burial, where allowed by law. We will pay for any exam we require.

Limit on Legal Action

No action at law or in equity may be brought against the *policy* until at least 60 days after you file proof of loss. No action can be brought after the statute of limitations in your state has expired, but, in any case, not after 6 years from the date of loss.

Incontestability

The validity of the *policy* cannot be contested after it has been in force for 2 years, except if premiums are not paid.

Any statement made by the *policyholder* or a *covered person* will be considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to the *covered person* or the *beneficiary*.

No statement, except fraudulent misstatement, made by a *covered person* about insurability will be used to deny a claim for a loss incurred or *disability* starting after coverage has been in effect for 2 years.

No claim for loss starting 2 or more years after the *covered person's* effective date may be reduced or denied because a disease or physical condition existed before the person's effective date, unless the condition was specifically excluded by a provision in effect on the date of loss.

GENERAL PROVISIONS

Entire Contract

The *policy* and the *policyholder's* application attached to it are the entire contract. Any statement made by you or the *policyholder* is considered a representation. It is not considered a warranty or guarantee. A statement will not be used in a dispute unless it is written and signed, and a copy is given to you or your *beneficiary*.

Errors

An error in keeping records will not cancel insurance that should continue nor continue insurance that should end. We will adjust the premium, if necessary, but not beyond 3 years before the date the error was found. If the premium was overpaid, we will refund the difference. If the premium was underpaid, the difference must be paid to us.

Misstatements

If any information about a person is misstated, the facts will determine whether insurance is in effect and in what amount. We will equitably adjust the premium.

Individual Certificates

We will send certificates to the *policyholder* to give to each *covered person*. The certificate will state the insurance to which the person is entitled. It does not change the provisions of the *policy*.

Workers' Compensation

The *policy* is not in place of, and does not affect any state's requirements for coverage by Workers' Compensation insurance.

Agency

Neither the *policyholder*, any employer, any *associated company*, nor any administrator appointed by the foregoing is our agent. We are not liable for any of their acts or omissions.

Fortis Benefits
Insurance Company
2323 Grand Boulevard
Kansas City, MO 64108-2670

Policy 4,012,496
Participant 0
Booklet 2
9/22/2004